

PHASE 1: BID RESPONSE CLOSING DATE AND TIME
June 6, 2014 10:30 A.M.

PHASE 2: ONLINE DYNAMIC PRICING EVENT DATE AND TIME
June 18, 2014 10:30 A.M.

BID NO. S5Z60510	PAGE 1 OF 46	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
This Invitation to Bid must be received prior to the above cited phase 1 bid response closing date and time. Do not submit pricing quotations with phase one bid responses.		 CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNING BIDS WILL NOT BE ACCEPTED.
DEPARTMENT Various	DIVISION Various		NAME AND ADDRESS OF FIRM
AWARDED			Federal EIN/Social Security Number
DATE FOR THE PROCUREMENT COMMISSIONER			BUYER: A. Campfield K. Owens

TITLE OF BID: Lubricants, Oils (Recycled And Virgins) And Greases

GENERAL INFORMATION

This Invitation to Bid and Contract, being conducted through a two phase sealed online bidding process, is issued under the Antidiscrimination Policy described in the Mayor's Executive Order 03-12.

While there are no ranges for the participation of Minority (MBE), Woman (WBE) or Disabled (DSBE) Owned Business Enterprises (collectively, M/W/DSBEs) projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to use their Best and Good Faith Efforts to solicit quotes from M/W/DSBEs on an equitable basis with other firms. See the Office of Economic Opportunity (OEO) Instructions and Form which is part of this Invitation to Bid and Contract.

BID QUESTIONS

All questions concerning this Invitation to Bid, including specifications and conditions, must be presented prior to the bid opening date and time. Contact the Procurement Department Customer Service Center by emailing Bid.Info@phila.gov or by calling (215) 686-4720 with questions.

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

BIDDERS MUST SIGN
PAGE 9 OF THE
"TERMS AND CONDITIONS".

For City Use Only

BID SECURITY See Conditions of Bidding	MASTER BID SECURITY		CERTIFIED CHECK SUBMITTED WITH BID	
	<input type="checkbox"/> YES	<input type="checkbox"/> NO	AMOUNT	CHECK NUMBER

**CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED
BUSINESS ENTERPRISES
INSTRUCTIONS AND FORM
(SEALED BID CONTRACTS)**

Under the authority of Executive Order No. 03-12, the City of Philadelphia has established an antidiscrimination policy (“Policy”) relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 03-12 is administered by the City’s Office of Economic Opportunity (“OEO”).

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City’s Policy is applicable to this Invitation and Bid (hereinafter, “Bid”).

For this Bid, the City has not established ranges for the participation of MBEs, WBEs and/or DSBEs (collectively, “M/W/DSBEs”), but bidder is encouraged to exercise Best and Good Faith Efforts to include M/W/DSBEs in this bid and in bidder’s supply chain. “Best and Good Faith Efforts” are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful and commercially useful participation by M/W/DSBEs. An OEO Certification Registry of M/W/DSBEs is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency, including the Pennsylvania Unified Certification Program, may apply to the OEO for listing in its OEO Certification Registry.

Bidder is also encouraged to identify below, any M/W/DSBEs that will be used by bidder if successful:

Company Name	Address	Certification Status (MBE, WBE or DSBE)	Type of Work/Supply Effort
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SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Lubricants, Oils (Recycled and Virgin) and Greases**

1.2 **SCHEDULE NO: 44**

1.3 **CONTRACT TERM:** 07/01/2014 to 06/30/2015("Initial Term"), The City may, at its sole discretion, renew the contract for up to three (3) months.

1.3.1 REVERSE AUCTION INFORMATION

The City will accept bids for Lubricants, Oils (Recycled and Virgin) and Greases using an online Reverse Auction Process managed and hosted by Electronic Auction Services, Inc (hereinafter referred to as "EASI").

Pricing for Lubricants, Oils (Recycled and Virgin) and Greases will be received via the Reverse Auction process scheduled to take place on June 18, 2014 at 10:30 A.M.

The Reverse Auction will be conducted in accordance with the City purchasing provisions and the specifications for this Bid. The Reverse Auction will be the process used to determine final pricing. By submitting a bid through the Reverse Auction process, the bidder agrees to abide by the terms and conditions of the City policies and procedures for the purchase of goods and services, the terms and conditions of the Reverse Auction and the terms and specifications for this bid.

A condition of participation in the Reverse Auction is that vendors complete all bid proposal forms and be deemed responsive to all requirements and responsible to perform the services or to provide the goods. Such determination will be a pre-requisite to participation in the Reverse Auction event.

REVERSE AUCTION PROCEDURES

- o EASI will provide written notice to each bidder through email regarding the bidder's inclusion or exclusion from the qualified bidders list. This will be the official invitation to participate in the Reverse Auction.

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- EASI will work with the bidder to prepare for the auction event. Preparation may include, but is not limited to: testing of the bidder interface, review and discussion of Online Reverse Auction event procedures and other documentation, and training.
- During the Online Reverse Auction event, only those bidders on the qualified bidders list will be allowed to participate in the auction event. EASI will provide the necessary administrative support to ensure that the integrity of the auction event is not compromised.
- EASI will keep an event record, which will include the prices offered by the bidders.
- The EASI bidder interface will be configured such that a bidder will not know the identity of competing bidders.
- EASI will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event. The lowest price offered by each qualified bidder will become the price portion of the bid response.
- Bids must be submitted by, or under the direction of, an authorized representative of the bidder as designated in the qualifications summary.
- The auction event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension will be contained in the event procedures that will be reviewed and discussed with all qualified bidders.
- The event will conclude at either the scheduled stop time or at the time at which all extensions are completed, whichever is later.
- After the conclusion of the auction event, the City will consider the qualifications summary and the price offered during the auction event to determine the lowest responsive and responsible bidder.

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REVERSE AUCTION TRANSACTION FEE

- The bidder with whom the City enters into a contract agrees to and is required to pay a transaction fee to EASI pursuant to the Terms & Conditions signed and returned to the City prior to the bid response due date. The fee will be two and one-quarter percent (2.25%) of the contract. The transaction fee is payable to EASI as follows:
- One-Time Purchase Contracts – One-half (50%) of the fee is payable within 30 days of the issuance of a Purchase Order by the City with the balance due within 30 days of delivery of the item or service.
- Term Purchase Contracts – The fee for contracts for a period of time during which goods are purchased or services are rendered will be due within 30 days of the end of each quarter of the term of the contract based on the estimated purchase price, and 1st payment will be due with the 1st delivery."

1.3.2 The City shall exercise such sole option to renew the Contract Term by issuing a letter (the "Renewal Notice") notifying the Contractor that the Contract is renewed for the Renewal Term or Additional Performance Period (identified by commencement and termination dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Renewal Term or Additional Performance Period, and Contractor shall be obligated to perform all terms and conditions of the Contract throughout such Renewal Term or Additional Performance Period, as of the effective date indicated on the City's Renewal Notice, whether or not Contractor has agreed, verbally or in writing, to such renewal of the Contract term.

1.3.3 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding and Contract.

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If participation in the City's Master Performance Security Program is required under this Invitation and Bid, Contractor shall pay the required annual fee for such participation for each Renewal Term upon the issuance of the Renewal Notice.

1.4 **CONTRACT TYPE: REQUIREMENTS**

1.4.1 The following items are required in the operation of various City agencies as ordered. Exact quantities cannot now be determined but estimates thereof are listed herein. Quantities listed may be increased or decreased to meet the requirements of the City during the period of this contract. A minimum is not guaranteed. Purchase orders issued as a result of this bid will be for materials or services to be delivered generally on an as-needed basis. Successful bidders are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency.

1.4.2 It is the intent of the Procurement Department to make an award for the period as stated above subject to the appropriation of funds in succeeding fiscal year/years by City Council. The City's fiscal year is from July 1st to June 30th inclusive.

Commodities or services on the bid to be ordered after the end of the fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the award involving following fiscal years' funds until such orders are issued.

The successful bidder(s) obligation to deliver on such purchase orders shall not take effect until the orders are issued. To simplify the contract procedure, however, the successful vendor will be required to furnish a Performance Bond or Performance Security Fee to cover units awarded to him.

1.5 **METHODOLOGY OF ACQUISITION: PURCHASE** only.

1.6 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for **Lubricants, Oils and Greases** for the various City agencies and departments as specified herein during the contract period.

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1.7 **BID SECURITY**

- 1.7.1 For purposes of this Invitation and Bid ONLY, Bidder must either be enrolled in the Master Bid Security Program or submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount of **\$2,000.00**.

Bidders may enroll in the Master Bid Security Program described above for July 1, 2013 – June 30, 2014 by submitting a check in the amount of \$140.00 made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is non-refundable.

1.8 **BID INFORMATION:**

- 1.8.1 All information concerning this bid will be contained in this bid document as issued or amended.
- 1.8.2 Information provided verbally by any City official shall not be binding or relevant.
- 1.8.3 **School Board:**

The School Board may expend approximately \$80,000.00 for lubricants and oils. The School Board will issue their own purchase orders for which they alone will be held responsible.

1.9 **BID SUBMISSION:**

- 1.9.1 All bids submitted to the City of Philadelphia must adhere to the bid submission requirements. It is the bidder's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the bid being disqualified.
- 1.9.2 Advertised sealed bids shall be received and opened publicly at 10:30 AM Philadelphia local time in Room #170A, 1st Floor of the Municipal Services Building, located at 1401 JFK Boulevard, Philadelphia, Pennsylvania 19102, on the bid opening date.

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- 1.9.3 Vendors must submit their bid to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **BIDS MUST BE PLACED IN THE BID BOX** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- 1.9.4 It is the bidder's responsibility to ensure that the bid is submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mailed, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- 1.9.5 All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia. Failure to do so may result in the bid being disqualified.
- 1.9.6 Vendor's bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications. The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid. **All pricing will be submitted exclusively online. DO NOT SUBMIT PRICING AT THIS TIME.**
- 1.9.7 **BID PROCESSING FEE:**
For purposes of this bid ONLY, bidder must submit with their bid a non-refundable check or money order payable to the City of Philadelphia in the amount of **\$30.00** to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.
- 1.9.8 In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a local bid preference¹. In order to determine eligibility to receive the preference, if applicable, bidder must be certified as a Local Business Entity ("LBE") at the time of the bid opening and must submit with the bid its LBE Certification number as issued by the Procurement Department:

Bidder's LBE Certification Number _____

¹ For bids of One Million Dollars or less, the preference is ten percent (10%); for all other bids the preference is five percent (5%).

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Further, through submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference which certification is incorporated into any contract resulting from this bid:

“Throughout the entirety of the contract, my company or my LBE certified subcontractor(s)² will perform the majority of any work on the subject contract within the geographic limits of the City of Philadelphia and my company or my LBE certified subcontractor(s) will maintain within the City a majority of the inventory or equipment that will be used on the contract or the amount of inventory that is customary for that industry.”

If the Procurement Commissioner determines that the awarded bidder fails to comply with its certification at any time during the term of its contract, the awarded bidder’s LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

NOTE: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please provide sufficient time prior to bidding for processing of the LBE application. The Procurement Commissioner reserves the right to request any additional or clarifying information at any time prior to award of the contract, and during the performance of the contract.

1.9.9 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department’s Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716.

² If the Bidder relies upon LBE subcontractor(s) to perform the majority of the work and maintain the majority of the inventory or equipment within the City, the subcontractor(s)’ LBE Certification Number and most recent annual affidavit of continuing eligibility must be submitted to the Procurement Department.

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Questions, whether phoned or faxed, should be received no later than three (3) calendar days after non-mandatory pre-bid meeting referenced in Section 1.11, below. The City reserves the right to only respond to those questions submitted prior to the stated deadline. If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions.**

The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.

Otherwise the successful bidder will have to provide the product or service exactly as defined in this bid, and in accordance with the specifications and requirements as listed in this Invitation and Bid.

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1.9.10 **CONTACT PERSON(S):**

PRE-AWARD:

Indicate below to whom in your firm questions concerning this Invitation and Bid should be directed:

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

Indicate below to whom in your firm questions concerning the Contract resulting from this Invitation and Bid should be directed:

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

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1.9.11 **CERTIFICATION OF DELIVERY:**

1.9.11.1 Bidders must furnish a letter of guarantee of delivery from a major oil company refinery. This letter shall include:

- a. Specific identification of the bidder.
- b. Location of the source of supply.
- c. Guarantee of quantities bid.
- d. Guarantee of product quality.

1.9.12 All bidders must provide a product cut sheet, a product data spec sheet and a letter from the manufacturer certifying that the product offered meets or exceeds the corresponding listed specifications for every section/brand they are proposing for this bid for every section/item. Failure to provide all of this information along with your bid at the time of bid opening will be cause for disqualification.

1.10 **BIDDER QUALIFICATION:**

1.10.1 All bidders must be a bona fide manufacturer of, or dealer in, the article or service specified within the bid. To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the commodity or service requested in this Invitation and Bid; and demonstrate the bidder's ability to perform on a contract of this size and scope.

Please note that reference information in each section must be completed. Failure to submit this information may result in the bidder's disqualification.

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SECTION 1:

Customer References other than an employee or department of the City of Philadelphia, (excluding suppliers or financial institutions).

	A.	B.	C.
Firm Name:	_____	_____	_____
Address:	_____	_____	_____
Contact:	_____	_____	_____
Phone #:	_____	_____	_____
Type Work:	_____	_____	_____
Years dealing w/your firm:	_____	_____	_____

SECTION 2:

Previous purchase order(s)/contract(s) with the City; (State "None" if applicable)

P.O./Contract Number:	_____	_____	_____
Department:	_____	_____	_____
Contact Name:	_____	_____	_____
Phone #:	_____	_____	_____
Item(s):	_____	_____	_____

NOTE: Do not provide the name and phone number of a Procurement Department Buyer in this section. Contact name(s) and phone number(s) must be from a City ordering department.

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1.11 NON-MANDATORY PRE-BID MEETING:

A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on **Friday, May 23, 2014 at 1:00 PM** in Room 170A, City of Philadelphia Procurement Department, Municipal Services Bldg., 1401 JFK Blvd., Philadelphia, PA 19102.

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

Attendance at this Pre-Bid Meeting is not a requirement for bidding.

IT IS THE VENDOR'S RESPONSIBILITY TO ENSURE THAT THEY ARRIVE AT THE PRE-BID MEETING ON TIME. VENDORS WHO ARRIVE TWENTY MINUTES AFTER THE MEETING HAS STARTED, MAY BE DENIED ENTRY TO THE MEETING.

SECTION 2: SPECIFICATIONS

2.1 **GENERAL SPECIFICATIONS:**

2.1.1 The successful bidder(s) shall be required to supply the City of Philadelphia's Office of Fleet Management (OFM) and various other City Departments/Agencies with Oils, Greases and Lubricants as listed in Sections 2 and 5 of this Invitation and Bid.

2.1.2 **15W40 Motor Oil Requirements/Specs CJ-4 Formulation**

1. National Brand
2. API approved CJ-4, SM
3. 100% Group II or higher based stock used in manufacturing, saturates >95%
4. Shear stability loss, no greater than 10% at 90 PASS
5. Minimum 15 CST (centistokes) at 100 degrees Centigrade Kinematic Viscosity in accordance with ASTM D 445.
6. TBN no less than 10 by ASTM D2896
7. Ash 1.0 MAX
8. Sulfur 0.4 MAX
9. Phosphorus 0.12 MAX

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10. Deliveries made in drum, kegs, and pails must be factory/brand original. Awarded vendor must provide a copy of their Certification to repackage oil from manufacturer if they are doing so.
11. Vendor must provide fleet survey.
12. Available on line oil analysis report, reports to include TBN and Tan.
13. Brand approval letters from OEM.
14. Must provide extended engine oil Service Interval Capability.

2.1.3 **5W40 Motor Oil Requirements/Specs Fully Synthetic Formulation**

1. National Brand
2. API approved CJ-4, CI-4, PLUS, SM, SL.
3. 100% Group III or higher based stock used in manufacturing.
4. Shear stability loss - 10% MAXIMUM loss at 90 CYCLES.
5. Initial viscosity must be between 14.2 and 16.0 CST.
6. TBN no less than 10 by ASTM D2896.
7. Ash 1.0 MAX
8. Sulfur 0.4 MAX
9. Phosphorus 0.12 MAX.
10. Deliveries made in drum, kegs, and pails must be factory/brand original. Awarded vendor must provide a copy of their Certification to repackage oil from manufacturer if they are doing so.
11. Vendor must provide fleet survey.
12. Available on line oil analysis report - reports to include TBN and TAN.
13. Brand approval/compliance letters from major OEMs.
14. Must provide extended engine oil Service Interval Capability.
15. Demonstrated fuel saving benefit.

APPROVED BRANDS FOR OILS AND GREASES:

There is a qualified brand list referenced below. Only these brands will be considered for award for this Invitation and Bid. Not all brands may be approved for all products listed in Section 5.

Any vendor who wants their product qualified for FUTURE bids should contact the Office of Fleet Management, (215) 686-1888.

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MARKETER	PRODUCT/BRAND NAME	OIL
• Shell	Rotella Triple Protection	15W40 CJ-4
• Castrol	Tection Extra	15W40 CJ-4
• Citgo	CitGard 700 plus	15W40 CJ-4
• Mobil	Delvac 1300 Super	15W40 CJ-4
• Citgo	Syndurance, Synthetic	5W40 CJ-4
• Mobil	Delvac 1 ESP Synthetic	5W40 CJ-4
• Mobil	1 Turbo Diesel Synthetic	5W40 CJ-4
• Shell	Rotella T 6 Synthetic	5W40 CJ-4
• Chevron	Delo 400 LE, Synthetic	5W40 CJ-4
• Valvoline	Premium Blue Extreme, Synthetic	5W40 CJ-4
• Kendall	GT-1 High Performance, Synthetic Blend	5W30 GF-5 5W20 GF-5
• Shell	Formula Shell, Synthetic Blend	5W30 GF-5 5W20 GF-5
• Castrol	Syntec – Synthetic Blend	5W30 GF-5 5W20 GF-5
• Pennzoil	Gold - Synthetic Blend	5W30 GF-5 5W20 GF-5
• Pennzoil	Platinum – Full Synthetic	5W30 GF-5
	" "	5W20 GF-5
• Mobil 1	Super - Full Synthetic	5W30 GF-5
	" "	5W20 GF-5
• Chevron	Supreme – Full Synthetic	5W30 GF-5
	" "	5W20 GF-5
• Castrol	Syntec – Full Synthetic	5W30 GF-5
	" "	5W20 GF-5
• Exxon-Mobil		Greases
• Shell		Greases
• Renewable Lubricants	Bio-Ultimax AW 1000	Hydraulic
• Caterpillar	Hydo Advanced 10	Bio-Hydraulic
• Exxon-Mobil	Humble Hydraulic	Hydraulic
• Various	A W Hydraulic	Hydraulic

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2.1.4 **APPROVED BRANDS FOR HEAVY DUTY TRUCK TRANSMISSION FLUID**

There is a qualified brand list referenced below. Only these brands will be considered for award for this Invitation and Bid. Not all brands may be approved for all products listed in Section 5.

MARKETER **PRODUCT BRANDNAME**

- | | |
|--|--|
| <ul style="list-style-type: none"> • Castrol Heavy Duty Lub. • BP • Cognis Corp. • International Truck • Exxon Mobil Lube & Petrol. • John Deere & Company • Volvo Trucks North America | <ul style="list-style-type: none"> TranSynd Autran Syn 295 Emgard 2805 Fleetrite Synthetic ATF Mobil Delvac Synthetic ATF HD Syn Tran Bulldog Synthetic ATF |
|--|--|

2.2 **Vegetable Based Oils**

Premium Bio-degradable – Biobased Hydraulic Oils are required under this section of this bid. Products proposed must meet or exceed the following:

<u>ISO Viscosity Grade</u>	46	68
Viscosity at 40 degrees C	44	65
Viscosity Index	199	198
Flash Point, degrees C and (F)	312 (594)	308 (586)
Pour Point, degrees C and (F)	-33 (-27)	-36 (-33)
Rust and Corrosion ASTM D-130	1A	1A
Base Oil Biodegradability	Pass	Pass
Base Oil Aquatic Toxicity	Non Toxic	Non Toxic

<u>ISO Viscosity Grade</u>	46	68
Rotary Bomb Oxidation, (minutes)		
ASTM D-2272	360	360
Foam Sequence, I, II, III minutes		
ASTM D-892	0 foam	0 foam
Federal Spec # A-A-59354	meet	meet

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2.3 All pricing will be submitted exclusively online. DO NOT SUBMIT PRICING AT THIS TIME. Bidder(s) must submit an on-line unit price of the listed items in the unit of measure indicated. Prices quoted at the time of the reverse auction shall remain firm for the Term of the contract.

2.3.1 Bidder shall state the Marketer and Brand for all items bid in Section 5.2 Oils “Pricing”.

2.3.2 All 15W40 – SM/CJ-4 items must be the same Marketer.

2.3.3 All 5W40 – SM/CJ-4 items must be the same Marketer.

2.3.4 All 5W30 – GF 5 Synthetic Blend must be the same Marketer.

2.3.5 All 5W30 – GF 5 Full Synthetic must be the same Marketer.

2.3.6 All 5W20 – GF 5 Synthetic Blend must be the same Marketer.

2.3.7 All greases in Section 5.1.1 must be the same Marketer.

2.3.8 All oils provided in Sections 5.3 and 5.4 must be the same Marketer for that section.

2.3.9 All Diesel Exhaust Fluid (DEF) provided in Section 5.8.2 must be the same Marketer for all items in that section.

Note: The only exception to the above same Marketer/Brand is where the Marketer/Brand that has been provided is not available in the container size requested, quart size only.

2.4 Underground Storage Tank Indemnification Fund Program

The contractor must comply with all Pennsylvania state laws for collecting USTIF fees and remitting to the proper Pennsylvania state insurance collection agency.

The Storage Tank and Spill Prevention Act, Act 32 of 1989, 35 P.S. §§6021.101 *et seq.*, as Amended, created the Underground Storage Tank Indemnification Fund (USTIF) to assist owners and operators in meeting the insurance requirement. The USTIF indemnifies tank owners for third party liability that may occur when the release from a tank has injured another person or that person’s property.

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The capacity fee shall be a charge per gallon as established and approved by the USTIF board. Should the fee change during the life of the contract, the vendor shall notify OFM by formal letter referencing the bid number.

2.5 Office of Fleet Management only

The Office of Fleet Management will issue awarded vendor(s) a formal blanket purchase order through Central Procurement. When ready to order, the OFM central ordering unit will issue a shipping instruction release authorization providing vendor the purchase order number, release authorization number, order information/qty, and delivery location. This shipping instruction shall be released to the vendor via fax.

Bidder (s) shall provide a contact person and direct fax number to be used for shipping instructions and order related questions. Upon receiving shipping authorizations from OFM Central Order, vendor shall e mail OFM central ordering (contacts to be provided upon award) within 24 hours of receipt of shipping authorization. Please include shop location, POXX# and SI# along with approximate delivery date. If E mail is not received, OFM will follow up with a phone call to vendor contact to inquire about receipt of order. Bidder must assure that faxes will be received at said number and processed for delivery in a timely manner as stated in section 4.2.4.1. A pattern of continued request for shipping instruction copies due to lost original release authorizations thus delaying deliveries shall result in a liquidated damage charge of 10% of total invoice cost deducted from vendor's invoice for the late delivery. Continuous loss of shipping authorizations after several liquidated damages charges may result in vendor default of contract.

Fax number for delivery requests: _____

Contact: _____

Phone: _____

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SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

- 3.1.1 Bids will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:
- (i) improper bid security
 - (ii) improper bid execution
 - (iii) incompleteness
 - (iv) offering counter terms and conditions
 - (v) improper or incomplete execution of OEO documents (if applicable)
- may be disqualified by the City without notice to the bidder. The decision of the City is final.
- 3.1.4 Bidders whose bids are determined to be non-responsible for reasons of bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 9 of "Terms and Conditions of Bidding and Contract".

3.2 AWARD:

- 3.2.1 The Procurement Department will make an award to the lowest responsive and responsible bidders as a whole, by section/oil classification, or in part as deemed in the best interest of the City. It is the intent of the City, however, to make awards for both primary and secondary vendors for all items.
- 3.2.1.1 In the event, the PRIMARY cannot supply the required product then the SECONDARY shall be contacted by the department to obtain items requested.

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3.2.1.2 This Invitation and Bid shall be awarded as follows:

- Section (5.1.1.1.1 to 5.1.1.3.2) Awarded as a whole
- Section 5.1.2, 5.1.3, 5.1.4, and 5.1.5 Awarded as a whole
- Section 5.2.1 Awarded as a whole
- Section 5.2.2.1.1 to 5.2.2.3.2 Awarded as a whole
- Section 5.2.2.4.1 to 5.2.2.4.4 Awarded as a whole
- Section 5.2.2.5.1 to 5.2.2.5.5 Awarded as a whole
- Section 5.3 (5.3.1.1 to 5.3.4.2) Awarded as a whole
- Section 5.4 (5.4.1.1 to 5.4.1.2) Awarded as a whole
- Section 5.5.1 (5.5.1.1 to 5.5.1.2) Awarded as a whole
- Section 5.5.2 (5.5.2.1 to 5.5.2.2) Awarded as a whole
- Section 5.5.3 (5.5.3.1 to 5.5.3.3) Awarded as a whole
- Section 5.5.4 and 5.5.5 Awarded as a whole
- Section 5.6 (5.6.1.1 to 5.6.1.3) Awarded as a whole
- Section 5.7 (5.7.1.1 to 5.7.1.2) Awarded as a whole
- Section 5.8.1 (5.8.1.1 to 5.8.1.2) Awarded by line item
- Section 5.8.2 (5.8.2.1 to 5.8.2.3) Awarded as a whole
- Section 5.9 Awarded as a whole to each Vendor receiving an award

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3.2.2 In applying the 10% preference, if applicable, the bid price of the LBE will be multiplied by .90 and rounded to the second decimal place. In applying the 5% preference, if applicable, the bid price of the LBE will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If any section of the bid is awarded by line item, the local bid preference will not apply to that section.

Unless the Procurement Commissioner determines to waive the preference for the reasons stated in subsection 7 b. of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the required information, shall be granted the applicable bid preference on competitive bid(s) awards that are awarded as a whole or by section.

3.2.3 **PERFORMANCE SECURITY:**
Bidder's attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract," for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$32,000.01. All awards at the \$32,000.01 amount will be subject to a \$50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal periods.

3.2.4 **City of Philadelphia-Business, Corporate and Slavery Era Insurance Disclosure**

In accordance with Section 17-104 of The Philadelphia Code, the Bidder, after execution of this Contract, will complete an affidavit certifying and representing that the Bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with Bidder) has searched any and all records of the Bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

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The Bidder expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

3.2.5

INSURANCE:

Insurance is a requirement for this bid in accordance with Paragraph 15 of the “Terms and Conditions of Bidding and Contract”. No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

- Insured must be in the same name and address as the Bidder
- The insurance carrier must be rated “A” or better by AM Best
- The certificate holder must be the City of Philadelphia, and specifically named as an additional insured on the certificate in the “Description of Operations section”.
- Certificate must be signed by an authorized representative of the insurance company/carrier

All certificates are to be sent to the Office of Risk Management, One Parkway, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102, Attn. Debbie Lawton or FAX to (215) 683-1705.

SECTION 4: CONTRACT MANAGEMENT

4.1 **CITY OF PHILADELPHIA RESPONSIBILITY:**

- 4.1.1 City agencies will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing. Departments will prepare and submit through the appropriate review channels, a requisition detailing their specific needs and requirements to Procurement. The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

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Order Against Contracts

Subsequent to contract conformance of a Requirements bid, purchase orders will be issued at such time that the product is needed. Such purchase orders will show if delivery is to be made upon receipt of order, or only after notification by the using department.

- 4.1.2 Invoices shall be submitted after delivery and acceptance of the product by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.
- (a) After the delivery has been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
 - (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
 - (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the “pay to”.
 - (d) The invoice must show the quantity and type of item and the price.
 - (e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.
- 4.1.3 The using agencies and departments are responsible for monitoring the products delivered as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

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4.1.4 **ADD-ONS:**

The City reserves the right to add, delete and/or acquire products that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of the item, the location (if applicable), the bid number bid schedule number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.**

4.1.5 **MATERIALS TESTING:**

The City of Philadelphia, may, during the life of this contract, supply a delivered product from this contract to the Materials Testing Laboratory. These products shall be tested to ensure conformance with bid specifications. If product fails, or is different from product supplied at award stage, rejection procedures will be implemented.

4.2 **VENDOR RESPONSIBILITY:**

- 4.2.1 Contractor may deliver only products as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.
- 4.2.2 Contractor may deliver only products at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).
- 4.2.3 Contractors may deliver products up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.

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4.2.4 **DELIVERY:**

4.2.4.1 Contractor must provide delivery within two (2) working days. To deliver, vendor must have their own delivery vehicle. Vendor is not required to deliver orders for less than \$15.00. If contractor does not deliver within two (2) working days when requested, OFM may exercise its right to use the secondary vendor. OFM will inform primary vendor, by phone or FAX, to cancel the undelivered items. Continued delivery delays by the primary vendor, may result in OFM using secondary vendor exclusively for those items.

Each delivery must be accompanied by a packing slip indicating the product and the contract price, delivery shop location and this packing slip must be signed by a department employee. Top copy of this packing slip must be left with the OFM designee at the location and a second copy provided when invoices are sent in for payment.

SUCCESSFUL BIDDER SHALL EITHER SHRINK WRAP OR STRAP TIGHT DRUMS TOGETHER WHEN SHIPPED ON A PALLET TO PREVENT TIPPING OVER DURING SHIPMENT OR OFF LOADING AT CITY SITE.

4.2.4.2 **At each delivery contractor must provide a 4 oz. retainable sample, of the product being delivered for all bulk deliveries at the request of the OFM designee. This sample must be taken at the time of delivery, mid stream, and cannot be pre packed. Sample shall be given to OFM Supervisor or designee. OFM designee shall fill out label and attach.**

4.2.4.3 **Liquidated Damages:**
Liquidated Damages in the amount of \$100.00 per day may be applied to each item which exceeds the delivery schedule/requirement. Orders must be shipped complete.

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- 4.2.5 In the event that the contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and
 - (ii) notify the ordering agency in writing and refuse to deliver.
- 4.2.6 Should products be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.
- 4.2.7 For delivery of products, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.8 **FORCE MAJEURE**
The successful bidder shall not be in default under this Agreement and shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the successful bidder. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the successful bidder.
- The successful bidder shall not be in default under this Agreement and shall not be liable for any excess costs for failure to perform, unless the items to be furnished were obtainable from other sources in sufficient time to permit the successful bidder to meet the required performance schedule.
- 4.2.9 **RECYCLING INFORMATION REQUEST:**
The City of Philadelphia requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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Product bid contains recycled content? YES NO

Is your product packaged and/or shipped in material containing recycled content? YES NO

Is your product recyclable after it has reached its intended end use? YES NO

Is your product shipped in returnable Containers? YES NO

4.2.10 At the conclusion of this contract, Contractor agrees to cooperate with any incoming vendor on a transition plan to ensure an orderly changeover of responsibilities.

4.2.11 **Invoices/Receipts:**

4.2.11.1 Successful bidder(s) agrees to invoice upon delivery and acceptance of product to the following address listed below. Invoicing for the Office of FLEET MANAGEMENT should be forwarded to the below address. This address is for OFM only. Any other departmental deliveries should be forwarded to that agencies accounts payable.

Office of Fleet Management
Accounts Payable Unit
100 South Broad Street, 3rd Floor
Phila., PA 19102
Attn: Wanda Shepard, Accts. Payable Supervisor

4.2.11.2 Invoices should list purchase order number and reflect unit of issue and price as stated on purchase order.

4.2.12 **PAYMENTS**

The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that all invoices contain the information outlined in Paragraph 4.1.2.

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4.2.12.1 Processing of the invoice payment(s) is the responsibility of the ordering agency, not the Procurement Department, however the payment and actual release of the check involves the process of several city agencies. Using agency does not release checks for payment. The successful vendor should bring any problems concerning payments to the attention of the using agency who will advise the awarded vendor on the status of their payment. Payment contact information is listed on purchase orders under the “bill to” column.

4.4 VENDOR ACCEPTANCES – IN SUBMITTING AN EXECUTED BID, THE BIDDER AGREES TO THE CONTRACT MANAGEMENT PROCEDURES IN THIS SECTION.

SECTION 5: PRICING

(PRICES QUOTED MAY NOT EXCEED THREE (3) DECIMAL PLACES)

NOTE:

Unit Price(s) quoted below (Section 5: Pricing), will prevail in case of any discrepancy(ies) between Unit Price and “Amount” and will be the determining factor in establishing applicable contract amount(s)/award.

	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1 Greases				
5.1.1 Multi-Purpose grease, extreme pressure. High temperature characteristics, GCLB. All must be Lithium base				
5.1.1.1 NLGI #2 - MUST be Lithium base				
5.1.1.1.1 33510 001 131 120 lb. container				
	16	EA	\$On-line	\$On-line
BRAND OFFERED: _____				

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Estimated Quantities Unit of Measure Unit Price Total Amount

5.1.1.1.2 **33510 001 132**
400 lb. container

10 EA \$On-line \$On-line

BRAND OFFERED: _____

5.1.1.1.3 **33510 001 133**
14 oz. container

400 EA \$On-line \$On-line

BRAND OFFERED: _____

5.1.1.1.4 **33510 001 134**
35 lb. Container

66 EA \$On-line \$On-line

BRAND OFFERED: _____

5.1.1.2 **NLGI # 00-MUST be Lithium base**

5.1.1.2.1 **33510 001 135**
35 lb. Container

2 EA \$On-line \$On-line

BRAND OFFERED: _____

5.1.1.2.2 **33510 001 136**
400 lb. Container

2 EA \$On-line \$On-line

BRAND OFFERED: _____

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	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.1.3	NLGI # 000 - MUST be Lithium base			
5.1.1.3.1	33510 001 137 35 lb. Container			
	12	EA	\$On-line	\$On-line
	BRAND OFFERED: _____			
5.1.1.3.2	33510 001 138 400 lb. Container			
	2	EA	\$On-line	\$On-line
	BRAND OFFERED: _____			
	SUBTOTAL (5.1.1.1.1 - 5.1.1.3.2)		\$On-line	_____
5.1.2	33510 001 051 Grease, Coupling 35 lb. pail			
	8	PA	\$On-line	\$On-line
	BRAND OFFERED: _____			
5.1.3	33510 001 002 NLGI #1 - 14 oz. container Multi-Purpose grease, extreme pressure. High temperature characteristics, GCLB.			
	2	EA	\$On-line	\$On-line
	BRAND OFFERED: _____			
5.1.4	33510 001 085 NLGI #2 14 oz. container, Multi-Purpose grease, extreme pressure. High temperature characteristics, GCLC			
	2	EA	\$On-line	\$On-line
	BRAND OFFERED: _____			

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Estimated Quantities Unit of Measure Unit Price Total Amount

5.1.5 **33500 001 051**

Grease, blended from synthetic oil with Lithium Thickner.
Shell Mobilith SHC 100 For Reference

2 CA \$On-line \$On-line

BRAND OFFERED: _____

SUBTOTAL (5.1.2 - 5.1.5) \$On-line_____

5.2 **OILS** (Automotive, Hydraulic, Transmission and Industrial etc.). All motor oils must be the highest API and Energy Conservation Designations being produced by any manufacturer at the time of delivery.

5.2.1 **Motor Oils - Single Grade**

5.2.1.1 **33530 000 054**

SAE 40W, API NO. SF/CF-2
or above, 55 gallon drums

1 DR \$On-line \$On-line

MARKETER OFFERED: _____

BRAND OFFERED: _____

SUBTOTAL (5.2.1.1) \$On-line_____

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Estimated **Unit of** **Unit** **Total**
Quantities **Measure** **Price** **Amount**

5.2.2 **Motor Oils - Multi-Grade**

5.2.2.1 **5W20 SYNTHETIC BLEND
(Must meet Ford WSS-M2C930-A)**

5.2.2.1.1 **33530 001 067**
5W20, API NO. SN/CD or above,
Energy Conservation GF-5 or
above; 55 gallon drums
15 DR \$On-line \$On-line
MARKETER OFFERED: _____
BRAND OFFERED: _____

5.2.2.1.2 **33530 001 068**
5W20, API NO. SN/CD or above,
Energy Conservation GF-5 or
above; quart containers
144 QT \$On-line \$On-line
MARKETER OFFERED: _____
BRAND OFFERED: _____

5.2.2.2 **5W30 SYNTHETIC BLEND
MUST MEET, or exceed:
FORD-WSS-M2-C929-A
CHRYSLER-MS 6395
GM-6094M**

5.2.2.2.1 **33530 001 069**
5W30, API NO. SN/CD
or above, Energy Conservation
GF-5 or above; 55 gallon drums
16 DR \$On-line \$On-line
MARKETER OFFERED: _____
BRAND OFFERED: _____

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<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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5.2.2.2.2 **33530 001 070**
5W30, API NO. SN/CD
or above, Energy Conservation
GF-5 or above; quarts containers

144	QT	\$On-line	\$On-line
-----	----	-----------	-----------

MARKETER OFFERED: _____

BRAND OFFERED: _____

5.2.2.2.3 **33530 001 071**
5W30, API NO. SN/CD
or above, Energy Conservation
GF-5 or above; per gallon bulk delivery

2,000	GA	\$On-line	\$On-line
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MARKETER OFFERED: _____

BRAND OFFERED: _____

5.2.2.3 **5W30 FULL SYNTHETIC**

(MUST MEET GM-dexos 1 specification)

5.2.2.3.1 **33530 001 072**
5W30, API NO. SN/CD or
above, Energy Conservation
GF-5 or above; quarts containers

2	QT	\$On-line	\$On-line
---	----	-----------	-----------

MARKETER OFFERED: _____

BRAND OFFERED: _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5Z60510	PAGE OF 34 44
		FIRM NAME (Must be filled in)	

Estimated **Unit of** **Unit** **Total**
Quantities **Measure** **Price** **Amount**

5.2.2.3.2 **33530 001 073**
5W30, API NO. SN/CD or
above, Energy Conservation
GF-5 or above; 55 Gallon drums
2 DR \$On-line \$On-line

MARKETER OFFERED: _____

BRAND OFFERED: _____

5.2.2.3.3 **33530 001 078**
5W30, API NO. SN/CD or
above, Energy Conservation
GF-5 or above; per gallon bulk delivery
2 GA \$On-line \$On-line

MARKETER OFFERED: _____

BRAND OFFERED: _____

SUBTOTAL (5.2.2.1.1-5.2.2.3.3) \$On-line

5.2.2.4 **15W40** - Must meet or exceed the specifications
listed in **Sections 2.1.2**. See below.

5.2.2.4.1 **33530 001 056**
15W40, API NO. SM/CJ-4 or above;
Section 2.1.2
55 gallon drum
58 DR \$On-line \$On-line

MARKETER BRAND: _____

BRAND OFFERED: _____

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	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.2.2.4.2	33530 001 058 15W40, API NO. SM/CJ-4Plus or above; Section 2.1.2 bulk delivery, per gallon 19,350	GA	\$On-line	\$On-line
	MARKETER BRAND: _____			
	BRAND OFFERED: _____			
5.2.2.4.3	33530 001 059 15W40, API NO. SM/CJ-4Plus or above; Section 2.1.2 1 Quart container 2	QT	\$On-line	\$On-line
	MARKETER BRAND: _____			
	BRAND OFFERED: _____			
5.2.2.4.4	33530 001 060 15W40, API NO. SM/CJ-4Plus or above; Section 2.1.2 1 gallon container; 4/case 2	CA	\$On-line	\$On-line
	MARKETER BRAND: _____			
	BRAND OFFERED: _____			
SUBTOTAL (5.2.2.4.1-5.2.2.4.4)			\$On-line	

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	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.2.2.5	5W40 - FULL SYNTHETIC - Must meet or exceed the specifications listed in Section 2.1.3 . See below.			
5.2.2.5.1	33500 002 030 5W40, API NO. SM/CJ-4 or above; Section 2.1.3 55 gallon drum			
	12	DR	\$On-line	\$On-line
	MARKETER BRAND: _____			
	BRAND OFFERED: _____			
5.2.2.5.2	33500 002 031 5W40, API NO. SM/CJ-4 or above; Section 2.1.3 5 gallon container			
	2	EA	\$On-line	\$On-line
	MARKETER BRAND: _____			
	BRAND OFFERED: _____			
5.2.2.5.3	33500 002 032 5W40, API NO. SM/CJ-4 Plus or above; Section 2.1.3 Bulk delivery, per gallon			
	6950	GA	\$On-line	\$On-line
	MARKETER BRAND: _____			
	BRAND OFFERED: _____			
5.2.2.5.4	33500 002 033 5W40, API NO. SM/CJ-4 Plus or above; Section 2.1.3 1 Quart container			
	2	QT	\$On-line	\$On-line
	MARKETER BRAND: _____			
	BRAND OFFERED: _____			

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<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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5.2.2.5.5	33500 002 034 5W40, API NO. SM/CJ-4 Plus or above; Section 2.1.3 1 gallon container; 4/case			
2	CA	\$On-line	\$On-line	

MARKETER BRAND: _____

BRAND OFFERED: _____

SUBTOTAL (5.2.2.5.1 - 5.2.2.5.5) \$On-line

5.3 AUTOMOTIVE TRANSMISSION FLUID

5.3.1 Transmission Fluid, multipurpose, for passenger and light truck automatic transmissions, **MERCON V (5) approved**

5.3.1.1	33540 001 001 55 Gallon Drums			
12		DR	\$On-line	\$On-line

5.3.1.2	33540 001 002 Per Gallon (bulk delivery)			
2400		GA	\$On-line	\$On-line

BRAND OFFERED: _____

5.3.2 Transmission Fluid, multipurpose, for passenger and light truck automatic transmissions, **MERCON LV approved**

5.3.2.1	33540 001 011 1 Gallon containers			
2		GA	\$On-line	\$On-line

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	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.2.2	33540 001 012 1 Quart container 2	QT	\$On-line	\$On-line

BRAND OFFERED: _____

5.3.3 Transmission Fluid, multipurpose, for passenger and light truck automatic transmissions, **Chrysler ATF-4 approved**

5.3.3.1	33540 001 010 1 Gallon container 2	GA	\$On-line	\$On-line
5.3.3.2	33540 001 003 1 Quart container 24	QT	\$On-line	\$On-line

BRAND OFFERED: _____

5.3.4 Transmission Fluid, multipurpose, for passenger and light truck automatic transmissions, **Chevrolet DEX-6 approved**

5.3.4.1	31560 000 020 1 Gallon container 2	GA	\$On-line	\$On-line
5.3.4.2	31560 000 021 1 Quart container 18	QT	\$On-line	\$On-line

BRAND OFFERED: _____

SUBTOTAL (5.3.1.1-5.3.4.2) \$ON-LINE

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	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.4 HEAVY DUTY TRUCK TRANSMISSION FLUID				
5.4.1	Transmission Fluid, for Allison automatic truck transmissions, TES - 295 approved, TRANSYND, approved.			
5.4.1.1	33540 001 005 55 gallon drum 22	DR	\$On-line	\$On-line
5.4.1.2	33540 001 007 1 Gallon container 116	GA	\$On-line	\$On-line
	BRAND OFFERED: _____			
	SUBTOTAL (5.4.1.1-5.4.1.2)		\$ON-LINE	
5.5 LUBRICANTS:				
5.5.1	Lubricant, gear, multi-purpose, hypoid and related types; per API service classification GL-5 and MIL Specification MIL-L-2105C; for use in differentials, and final drives of the bevel, spiral bevel on hypoid type and in all manual (non-automatic) transmissions. Must be approved to the following "Builder Standards" DANA SHAES 429, Arvin Meritor -76N, International TMS-6816 at a minimum.			
5.5.1.1	33500 000 015 SAE 75/90, Lube, Fully Synthetic 55 gal. drum 2	DR	\$On-line	\$On-line
5.5.1.2	33500 000 016 80W/140 Lube, Synthetic Oil; 55 gal. drum 16	DR	\$On-line	\$On-line
	SUBTOTAL (5.5.1.1 - 5.5.1.2)		\$On-line	

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	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.5.2	LUBRICATING OILS			
	Oil, lubricating, turbine, electric motor, various hydraulic, compressor and related uses.			
5.5.2.1	33500 001 000 Grade O; Hydraulic oil; 55 gallon drum 2	DR	\$On-line	\$On-line
5.5.2.2	33500 001 005 Heavy 55 gallon drum 2	DR	\$On-line	\$On-line
	SUBTOTAL (5.5.2.1 - 5.5.2.2)		\$On-line	
5.5.3	Oil, lubricant, Gear, blended from highly refined high viscosity index base oils which import chemical & thermal stability; rust, corrosion and anti-foam protection; oxidation & sludging resistance; load carrying ability and demulsibility. These lubricants shall also be able to be used in any application requiring an AGMA-EP; type of gear oil.			
5.5.3.1	33500 001 040 Oil, gear 68; 55 gallon drum 4	DR	\$On-line	\$On-line
5.5.3.2	33500 001 041 Oil, gear 100; 55 gallon drum 2	DR	\$On-line	\$On-line
5.5.3.3	33500 001 043 Oil, gear 220; 55 gallon drum 32	DR	\$On-line	\$On-line
	BRAND OFFERED: _____			
	SUBTOTAL (5.5.3.1 - 5.5.3.3)		\$On-line	

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	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.5.4	Oil, blended from Synthetic Hydrocarbon base fluids in combination with select ester base fluids. Shell Omala for Reference			
5.5.4.1	33500 001 050 00 55 gallon drum			
	5	DR	\$On-line	\$On-line
	BRAND OFFERED: _____			
5.5.5	33500 002 015 Oil, Synthetic, gear ISO 220 55 gallon drum			
	2	DR	\$On-line	\$On-line
	BRAND OFFERED: _____			
	SUBTOTAL (5.5.4.1 - 5.5.5)		\$On-line	
5.6	Hydraulic Oil			
5.6.1	Oil, Hydraulic , must be anti-foaming, anti-wear, sludge and oxidation resistant and have excellent high and low temp characteristics. Bidder <u>must</u> provide letter of pump manufacturer's approval of their products. (Sunstran, Rexroth for example)			
	Must meet: ASTM D943 2500 hr test 55 gallon drums ASTM D97 degrees C Pour point no greater than-18C-0 F			
5.6.1.1	33500 002 007 ISO 32			
	8	DR	\$On-line	\$On-line
5.6.1.1.1	33500 002 022 ISO 32; Bulk Delivery			
	2	GA	\$On-line	\$On-line

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	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.6.1.2	33500 002 008 ISO 46			
	2	DR	\$On-line	\$On-line
	5.6.1.2.1 33500 002 040 ISO 46; Bulk Delivery 9153			
		GA	\$On-line	\$On-line
5.6.1.3	33500 002 009 ISO 68			
	8	DR	\$On-line	\$On-line
	SUBTOTAL (5.6.1.1 - 5.6.1.3)		\$On-line	

5.7 **Hydraulic Oil**

5.7.1 Vegetable Based Oil, Hydraulic, must meet Industrial Grade specification **para. 2.2.**

5.7.1.1	33530 003 000 ISO 46			
	2	DR	\$On-line	\$On-line
5.7.1.2	33530 003 001 ISO 68			
	2	DR	\$On-line	\$On-line
	BRAND OFFERED: _____			
	SUBTOTAL (5.7.1.1 - 5.7.1.2)		\$On-line	

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	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.8.2.2	33530 000 056 2 ½ Gallon container 2 gallons per case And John Deere J 20C 543	CA	\$On-line	\$On-line

BRAND OFFERED: _____

5.8.2.3	33530 000 057 55 gallon drum 2	DR	\$On-line	\$On-line
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BRAND OFFERED: _____

SUBTOTAL (5.8.2.1-5.8.2.3) \$ON-LINE

5.9	33550 003 001 Underground Storage Tank Inspection Fee	14,000	GA	\$On-line	\$On-line
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GRAND TOTAL \$On-line
**(Estimated Quantity x Unit Price
For All Items Bid)**

BIDDER TO STATE HOW PRODUCT(S), SUPPLIES AND/OR PARTS ARE TO BE DELIVERED TO THE CITY OF PHILADELPHIA: (E.G. ON-SITE DELIVERY VIA AWARDED VENDOR'S TRUCK, UNITED PARCEL, U.S. POSTAL SERVICE ETC.).

TYPE OF TRANSPORT: _____

EXHIBIT A

ELECTRONIC AUCTION SERVICES, INC. (EASI) SUPPLIER AGREEMENT TERMS AND CONDITIONS

Electronic Auction Services, Inc (“EASI”).
SUPPLIER AGREEMENT TERMS AND CONDITIONS

Electronic Auction Services, Inc (“EASI”) does not verify or validate any buyer information provided or representations made by users on the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge EASI, its employees, agents and partners make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from EASI. You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and EASI is in no way a party to or responsible for the performance of such agreement. Therefore: 1) EASI DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EASI FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY YOUR SIGNATURE BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

READ THIS AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE SIGNING. BY SIGNING, YOU WILL BE PERMITTED TO UTILIZE THE ELECTRONIC AUCTION SERVICES, INC (“EASI”) INTERNET-BASED STRATEGIC SOURCING SOLUTION (“SOLUTION”) FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ON-LINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. SHOULD YOU CHOOSE NOT TO SIGN AND RETURN THIS AGREEMENT PRIOR TO THE ON-LINE BIDDING EVENT, YOU WILL BE DENIED ACCESS TO THE SOLUTION AND THE BIDDING EVENT.

1. Utilization. You are granted a one-time, non-transferable, non-exclusive right to access the Solution through EProcureLive website by the use of a password(s)

and/or access code(s) for the purpose of participating in a specific electronic online bid auction event. Any subsequent rights to access the Solution will require you to accept a new “Supplier Agreement Terms and Conditions”. EASI reserves the right to terminate your access to the Solution or any of its services at any time, if EASI shall determine, in its sole discretion, that you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination, EASI shall notify you immediately.

2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, EASI will make available to you electronic access and use of the Solution for you to participate in a one-time, online bidding event. EASI will also provide such other assistance in the way of customer support and service as are set forth below. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. EASI shall have no responsibility for ensuring sales of goods or services using the Solution will comply with such laws, ordinances, regulations, or policies. The Supplier, in using the system, has the responsibility for the sale including, but not limited to, the following:

- Accepting the terms and conditions of this agreement as contained in the Bid Package not less than 3 business days in advance of a scheduled event
- Selecting appropriate procurement opportunities to participate
- Preparing and assuring the completeness of any bids, quotes or proposals
- Submitting any bids, quotes or proposals electronically within the buyer established deadlines
- Maintaining with the Buyer, the security and the integrity of the bid procurement process
- Participating in any Pre-bid Conference(s) and telephonic tutorial for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

As a supplier, you also acknowledge that EASI’s responsibilities are, but not limited to, the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of a comprehensive Bid Package
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any Pre-bid Conference(s)

Electronic Auction Services, Inc (“EASI”).

SUPPLIER AGREEMENT TERMS AND CONDITIONS

- Conducting the electronic bid event and providing help desk support during the event
- Publishing appropriate results to the users and obtaining feedback from participants

3. Conduit Services Only. The Solution provides only an Internet conduit through which the following may take place: (a) you may communicate the availability of your goods and services to potential buyers, (b) potential buyers may communicate their procurement needs to you and (c) you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of the Supplier Agreement. EASI makes no representation of any kind concerning the reputation, reliability or any other matter concerning participating buyers. EASI recommends you conduct your own inquiries concerning the qualifications and reputation of buyers, and you must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. EASI does not verify the information supplied or representations made by buyers on the Solution and makes no warranty of any kind to you concerning any buyer using the Solution. EASI recommends you look solely to the buyer with respect to any buyer-related information, representations and warranties.

5. Coded Access. Participation in the online bid event is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. EASI is not responsible for such unauthorized use of the Solution.

6. Availability and Operation of the Solution. While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and that neither you nor your business will have any claim against EASI as a result of any non-availability of the Solution at a particular time or times or any failure of the Solution to operate as intended.

7. Sole Remedy. If you are dissatisfied with the functionality of this Solution or the services EASI provides, your sole remedy is to cease using the Solution. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST EASI RELATED TO YOUR USE OF THE SOLUTION.

8. Virus. You hereby agree EASI will not be liable for any harm that may be caused by the inadvertent or deliberate transmission of any malicious computer software, or such other computer program transmitted through its website from a third party.

9. Information You Provide. You agree any information you provide about yourself or your agents when registering to use the Solution is accurate, current and complete and you will maintain and update that information to ensure that it remains as such. If EASI suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your business will indemnify EASI against such claim or liability including costs and attorneys fees incurred in defending against it.

10. Security. EASI uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents have the responsibility to manage your internal security by safeguarding passwords and establishing your own internal security procedures, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you agree to immediately report the same to EASI and a new password will be assigned for your use. EASI does not and cannot guarantee that information will remain secure.

11. Fees. The design, maintenance and operation of the Solution requires substantial costs and investment by EASI. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. The transaction fee for specific products and services for each event shall be owed by you and your company upon the execution of each awarded sale resulting from your submission of any request for quotations through this Solution. You hereby acknowledge that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, you are obligated to pay the Fee to EASI if you are the awarded supplier. Said Fee will be assessed to the awarded supplier at the rate of two and a quarter (2.25) percent of the awarded price. Fees will be billed and are to be paid to EASI by the awarded supplier in the following manner:

Term Contracts and service bids resulting in monthly or recurring transactions will be billed monthly on the actual purchase amount with payment due net 15; the initial monthly payment will be billed and due with the first shipment or performance. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures.

Awarded Suppliers shall make payment via either check or wire. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures.

Suppliers will insure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or

Electronic Auction Services, Inc (“EASI”).
SUPPLIER AGREEMENT TERMS AND CONDITIONS

not such payment is made directly to you or a third party, will cause you to be immediately liable to EASI for the Fee. Because these fees are expected to be INCLUDED in your pricing, these fees shall not be delineated in your invoicing to the buyer.

Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions in their entirety.

12. Disclosures. You acknowledge by using the Solution, you agree to provide EASI accurate and complete information regarding (a) any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution; (b) the final price agreed upon between you and the participating buyer with respect to the product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution. You understand and acknowledge you are to provide this information to EASI immediately upon becoming aware of such information and EASI relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

You acknowledge and agree the buyers conducting online bidding events through the Solution may be governmental or quasi-governmental entities, and that, prior to entering into any binding agreement with you for the purchase of any product or service, such buyers may be required to comply with numerous state and local laws, regulations and ordinances with respect to the procurement of goods and services by governmental entities. You acknowledge and agree such compliance by participating buyers may involve public notice, public hearings, counsel meetings, and other lengthy processes.

13. Privacy Policy. You hereby acknowledge EASI has the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. EASI reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable or in violation of this Agreement.

The information we receive depends on what you do when visiting the Solution. If you visit the Solution to read or download information, we collect and store only the following information about you: the name of the domain and host through which you access the Internet (for example, aol.com if you are connecting from an America Online account), and the date and time you access the Solution. We use this information to measure the number of visitors to different sections of the Solution, so that we can make the Solution more useful to our visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally

identifiable information needed to facilitate this participation (typically your name, company name, mailing address, email address).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. You agree not to hold EASI responsible for any loss or damage of any sort incurred as a result of any such disclosure to another user through the Solution. We do not control the collection or use of this information, and make no representations about the privacy policies of other sites.

14. Reselling or Transfer. You agree not to resell or transfer your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other company or unauthorized person.

15. Access to Internet. You agree that in order to use the Solution you must: (a) provide your own access to the Internet, and (b) provide all equipment necessary for you to make the connection to the Internet. EASI is not responsible for the speed, reliability and/or quality of your connectivity to the Internet.

16. Interference with Others. You agree not to use the Solution in a manner that would restrict or inhibit any other party’s use of such services.

17. Links to Other Sites. This Solution may link you to other sites on the Internet. These links are provided for your convenience but the sites to which the links connect are not under EASI’s control. You understand and agree that the linking of the system to other sites does not mean that these sites are endorsed by EASI, and EASI is not responsible for the legality, accuracy or any other aspect of the operation or content of any sites to which links are provided.

18. Copyright – How you May Use the Content of the Solution. The content of this Solution (the “Content”) is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies that you make of the material must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. This material is not for republication, except as authorized in this paragraph. You are not being granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by EASI and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the

Electronic Auction Services, Inc (“EASI”).
SUPPLIER AGREEMENT TERMS AND CONDITIONS

prior written consent of EASI, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of your transactions using the Solution.

19. Framed Links. You may not create framed links to the Solution without express written permission from EASI.

20. Modification. EASI, in its sole discretion, has the right to modify this Agreement at any time. Any modification is effective upon either posting notice of such modification on EASI’s website or upon notice by certified mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.

21. Non-Circumvention. You agree you will not, directly or indirectly, take any action with the Buyer or any other Suppliers involved in this specific event which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once (1) you have agreed to the terms and conditions contained herein and 2) electronically viewed or received a specific request for quotations from a buyer through the Solution, you will not, directly or indirectly, enter into any agreement related to such specific request for quotations with such buyer outside the Solution or in any manner such as paper or verbal bids which would result in your failure to pay to EASI the fee set out in Section 11 hereof. You agree to maintain confidentiality between the Buyer, your company and its representatives and EASI regarding the submission of quotations and subsequent pricing before and during the auction event.

22. Governing Law. This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to or application of its conflict of laws principles.

23. Partial Enforceability. If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.

24. Entire Agreement. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.

25. No Consequential Damages. Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.

26. Headings. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

YOUR SIGNATURE BELOW IS YOUR ACKNOWLEDGEMENT THAT YOU HAVE READ AND FULLY UNDERSTAND THE FOREGOING AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS IN THEIR ENTIRETY.

❖ I understand that if “I Do Not Accept” the terms listed in this Agreement or if I do not respond to this Agreement, EASI cannot allow me or my company to participate in the online bid.

I accept the terms listed in this agreement as well as Appendix A – Bid Layout

Company Name _____

Name _____

Title _____

Signature _____

Date _____

Please Review the following rules for participating in an Online Dynamic Reverse Auction Event:

Electronic Auction Services, Inc (“EASI”).

SUPPLIER AGREEMENT TERMS AND CONDITIONS

- I understand the auction configuration parameters as they are displayed in the section above, entitled, “Reverse Auction Event Configuration.”
- I acknowledge that I have received and fully understand the training and I am capable of bidding in the online event. If someone else is designated by me to bid in this event, I take responsibility for that bidder’s capabilities, will notify EASI, and I acknowledge that this Agreement will apply to the designated bidder.
- I understand that I should not attempt to troubleshoot any [technical problems](#) on my own, especially problems I am experiencing in the auction and that I should call EASI IMMEDIATELY at 330-931-4687.
- I understand that if I encounter any [difficulties in placing a bid](#) that I am to contact EASI via phone immediately and that, if necessary, EASI will assist me in placing a bid. I understand that adequate time must be provided to EASI to assist me and agree that EASI is not liable if I am unable to place a bid for any reason before the online bid closes.
- I understand that the [official auction clock](#) is maintained by EASI’s server and due to Internet connection speeds the auction clock on my computer may vary. For this reason, it is important that I submit my bid with ample time remaining in the auction to prevent late bids from being rejected due to the lag in connection speeds and clock times. Ultimately, EASI’s server is the official clock and by following instructions in this document, I will minimize the possibility that my intended bid will not be accepted.
- I understand that there are [extensions](#) built into this auction event in order to allow fair and ample opportunity for all bidders to counter last-minute bids. This is done to leverage Internet connection speeds. If a bid is placed within the last 3 minutes of the auction the clock will reset to 3 minutes until no further bids are placed and the time expires.
- I understand that I [should not wait until the last 60 seconds](#) of an auction to place a bid. I also understand that by waiting until the last 60 seconds to place a bid I risk problems associated with Internet transmission speeds and take the chance of having my bid rejected. I agree that neither EASI nor the Buyer using the online auction for purchases is responsible or liable if my bid is submitted too late or improperly and is not accepted by the software.
- I understand that in some cases, an [auction might be re-opened](#) if technical issues prevented a bidder or bidders from placing bids and those issues were brought to EASI’s attention immediately. I acknowledge that a re-opening decision will be at the discretion of EASI and the Buyer. Due to the possibility of a re-opening, I understand that I should remain logged on and attentive to the EASI Auctions site until a broadcast message announces the bid has officially closed.
- I understand that EASI is under [no obligation to re-open](#) an auction for a bidder to place a bid for any reason, particularly if a bidder does not contact EASI immediately after attempting to place a rejected bid.
- I understand that there may be an [opening price](#) in the auction and that I cannot place a bid higher than this price. This price represents the maximum allowable price that the system will accept in the auction.
- I understand that an established [reserve price](#) may have been set in the auction and that this price reflects the price at or below which the Buyer intends to award the bid. I do not know this price, but there will be indication on my screen when the reserve has been met. I also understand that if this price is not met during the auction, the Buyer retains the right to not award the bid.
- I understand that the Buyer has the [right to reject any and all bids](#) and that possessing the low bid in the auction does not necessarily guarantee that the low bidder will be awarded.
- I understand that there is a [minimum bid decrement](#) and that I must bid according to this decrement for my bid to be accepted. In a Dynamic Reverse Formatted Auction, this means that each subsequent bid I make must be the minimum bid decrement less than my last bid or lower. In an English Reverse Formatted Auction, this means that each subsequent bid I make must be at least the minimum bid decrement less than the leading bid.
- I understand that I should review all [Bid Package](#) files/documents uploaded to the Bid Manager Event or provided by the Bid Manager
- I understand that if I do not place a [test bid](#) in the training auction (using the same machine I will use for the live auction), EASI will not provide assistance, including placing bids on my behalf (proxy bidding) should I experience technical problems before or during the auction.
- I understand that EASI recommends I make the following [precautions](#) to avoid any technical issues during the auction:
 - I should arrange for another computer to act as a [backup](#) in case something happens to my computer during the auction. I should log into <http://ra.eprocurelive.com> prior to the live auction and place test bids in the training auction using this backup computer to make sure it will function properly in case it needs to be used as a back up during the live auction.
 - I should make sure no [other programs](#) are running during the auction to prevent my computer from running slowly and not getting my bid submitted in time.
- I understand that [important changes](#) to the configuration of the auction or terms of the bid may be made after this communication is sent and that I must review all Bid Manager messages, emails, calls, and auction site broadcast messages sent from EASI and the Buyer carefully and diligently.

Attention Bidder:

This bid document may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include the following:

Exhibits

Drawings

Attached specifications

Attached documents

If you have not received a corresponding attachment, drawing or exhibit that is referenced in the bid document you may obtain it by contacting the Procurement Customer Service Unit at 215-686-4720.



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID **BY THE CITY OF PHILADELPHIA**

The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that all your invoices contain the following information to help the City in paying you as quickly as possible.

- 1. AFTER THE DELIVERY OR SERVICES HAS BEEN COMPLETED YOU MUST SUBMIT THREE (3) COPIES OF AN INVOICE FOR PAYMENT TO THE RECEIVING DEPARTMENT LISTED ON THE PURCHASE ORDER.**
- 2. THE INVOICE MUST CORRECTLY REFERENCE THE PURCHASE ORDER NUMBER, THE VENDOR NAME, ADDRESS AND FEDERAL EMPLOYER IDENTIFICATION NUMBER.**
- 3. CHECKS WILL ONLY BE MADE PAYABLE TO THE COMPANY NAME AS SHOWN ON THE PURCHASE ORDER, THE INVOICE MUST REFLECT THIS SAME COMPANY NAME AS THE "PAY TO".**
- 4. THE INVOICE MUST SHOW THE QUANTITY AND TYPE OF ITEM OR SERVICE AND THE PRICE.**
- 5. THE UNIT OF PURCHASE ON THE INVOICE MUST AGREE WITH THE UNIT CITED ON THE PURCHASE ORDER. REFERENCE TO THE SPECIFIC LINE ITEM IS HELPFUL.**

Paying vendors is the responsibility of the *receiving* City Department(s), not the Procurement Department. Vendors should bring any problems concerning payments to the attention of the appropriate City receiving department. The name and number of the contact person can generally be found on the purchase order. If all necessary paperwork has been submitted to the department and questions still remain, vendors should contact:

**City of Philadelphia
Accounting Verification
Room 1340 Municipal Services Building
1401 J.F.K. Blvd.
Philadelphia, PA 19102
Te. 215 686 6365**

IN YOU ARE INTERESTED IN RECEIVING YOUR PAYMENTS ELECTRONICALLY RATHER THAN BY CHECK PLEASE SEE ATTACHED LETTER & ACH VENDOR ENROLLMENT AND CHANGE FORM.

GENERAL BIDDERS GUIDELINES*

The following checklist will assist you in the preparation of your bid. Failure to adhere to these instructions may result in your bid being disqualified.

- Read the entire bid so that you fully understand all of the requirements. Bidder must meet all qualifications and requirements.
- Bids and pricing must be written in ink or typed. Faxed bids will not be accepted.
- Make sure that you have signed the Contract Page and affixed your Corporate Seal as required.
- If applicable, sign and return all addenda.
- All bids must be submitted to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **Bids MUST be placed in the Bid Box** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- It is the bidder’s responsibility to ensure that the bids are submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mail, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier’s envelope or express mail. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and Sections 2 and 3 of the Terms and Conditions. See below.

If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasurer’s or Cashier’s Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 2 entitled “Bid Security”, of the “Terms and Conditions of Bidding and Contract”.

2. **BID SECURITY.** Unless the bidder is enrolled under the City’s Annual Master Bid Security Program or an individual bid bond is required in the Invitation and Bid, all bids must be accompanied by a Certified Check, Treasurer’s Check, Cashier’s Check, Bank Money Order, or United States Postal Money Order made payable to the order of “The City of Philadelphia” in the proper amount as shown below:

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$32,000.00 or less	No Check Required
\$32,000.01 - \$99,999.99	\$500.00
\$100,000.00 - \$249,999.99	\$2,000.00
\$250,000.00 - \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins.

3. **BID PROCESSING FEE.** In addition to bid security and any other fee or monies required to be submitted with the bid, the bid shall be accompanied by a non-refundable processing fee in the form of a separate standard check, bank money order or United States postal money order made payable to the order of “City of Philadelphia” in an amount based on the gross amount of the bid in accordance with the formula below. Cash is not acceptable.

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 - \$ 100,000.00	\$ 10.00
\$ 100,000.01 - \$ 300,000.00	\$ 30.00
\$ 300,000.01 - \$ 500,000.00	\$ 50.00
\$ 500,000.01 - \$1,000,000.00	\$100.00
\$1,000,000.01 - \$2,000,000.00	\$200.00
\$2,000,000.01 - \$3,000,000.00	\$300.00
\$3,000,000.01 - \$4,000,000.00	\$400.00
\$4,000,000.01 - \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

- Do not combine any payment amounts. All payments should be individual and specific.
- If an alternate to any item is being offered, you must follow the instructions in Section 4 of the Terms and Conditions.

4. **SPECIFICATIONS.** When a formal, numbered, specification is referred to in the Invitation and Bid, no deviation therefrom will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with information concerning the style, type or kind of article and /or service desired. A bidder may offer an article and/or service which he/she certifies to be equal or better in quality, performance and other essential characteristics. If submitting an alternate, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical literature) and/or service proposed to be furnished. Failure to do so will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better. Unless otherwise provided in the bid specifications, all items offered by the bidder must be new. A “new” item is one which will be used first by the City. This clause shall not be construed to prohibit bidders from offering goods, supplies, equipment, or materials containing recycled materials or printing with recycled content; bidders intending to provide goods made with recycled materials should notify the Procurement Department.

- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- If the bid requires a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must adhere to these requirements.
- Do not submit any counter terms or conditions. **Your bid may be rejected.**
- Please double check all mathematical calculations for errors.

If you have questions, please contact Public Information Unit at bid.info@phila.gov or call 215-686-4720.

*This information is provided for guidance only and does not preclude your responsibility to read fully and respond to all portions of the bid.



**CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit**

This Is Not A Right To Know Request. This form cannot be used to submit a Right To Know Request. See City of Philadelphia Open Records Policy: <http://www.phila.gov/privacy/pdfs/finalcityopenrecords.pdf>

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **\$10.00 fee, company check or money order only, no personal checks or cash, for each bid number requested.** Please be advised that bid tabulations **are not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

BID RESULTS REQUEST FORM

Please complete form below. Only one (1) request per form.

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Email Address _____

Telephone No.: _____ Fax No.: _____

Mail this Request to the address below and enclose the following items:

- Company check or Money Order payable to “City of Philadelphia”
- A self-addressed stamped envelope which is at least 9 ½” x 12 ½” or larger for each Bid requested.

**YOUR REQUEST CANNOT BE PROCESSED IF YOU
DO NOT PROVIDE THE ABOVE ITEMS**

Mail Request To:

The Procurement Department Public Information Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B
Philadelphia, PA 19102

COMPANY CHECK OR MONEY ORDER ONLY



CITY OF PHILADELPHIA

Procurement Department
120 Municipal Services Building
Philadelphia, PA 19102-1685
(215) 686-4720
(215) 686-4716 Fax

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2013 – June 30, 2014

(Bids for Professional Consulting Services, Public Works, Construction and Demolition [wrecking and building removal] are not covered under the Master Bid Security Program)

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$32,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over \$32,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2013 to June 30, 2014**, complete the enclosed application and return it with a check for **\$140.00**. Make the check payable to "**City of Philadelphia**". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2013 – 2014** on the face of the check.

If you do not become a participant in the program at this time, you may still submit bids. However, they must be accompanied by a certified check in the amount specified in the Terms and Conditions of Bidding.

For additional information or inquiries regarding this program, please contact: The Public Information Unit at (215) 686-4719, (215) 686-4720 or (215) 686-4721.

IF A RECEIPT IS REQUESTED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE.

Forward Check with Application to
CITY OF PHILADELPHIA
MASTER BID SECURITY PROGRAM
170A Municipal Services Building
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____

E Mail Address: _____

Telephone No: (____) _____ **Fax No:** (____) _____

A. Check payable to the City of Philadelphia in the amount of \$140.00 for 7/1/13 to 6/30/14
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

Rcvd. ___/___/___ Pymt. Type _____ Ck. Amt. \$ _____ Ck.# _____



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT
120 Municipal Services Building
Philadelphia, Pa 19102-1685

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

The City of Philadelphia is pleased to announce a new online **Vendor Invoice Information (VII) Website** which will allow businesses such as yours to inquire about the status of invoices billed against purchase orders and professional services contracts. The only requirement is that your invoices utilize a unique number – alpha, numeric or a combination of the two.

This system will be operational twenty four hours a day, seven days a week. All you have to do is log on to the City of Philadelphia website: www.phila.gov, click on “Vendor Invoice Information” under the “Help Me” section of the home page, enter your Federal Employer Identification Number (FEIN) and a valid active purchase order. Then, agree to a waiver statement and follow the prompts to get an up-to-date status on your payments.

You are urged to give it a try and see for yourself how easy it is to use. If you should happen to experience any problems, or if you would like to comment on this new system, please e-mail us using the question and comment field provided on the site.

We believe that you will find this new way of obtaining payment information convenient and easy to use.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of the Invitation and Bid, all addenda thereto issued by the City, all exhibits and attachments issued and/or accepted by the City and these Terms and Conditions of Bidding and Contract (the "Contract"). It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

2. BID SECURITY. Unless the bidder is enrolled under the City's Annual Master Bid Security Program or an individual bid bond is required in the Invitation and Bid, all bids must be accompanied by a Certified Check, Treasurer's Check, Cashier's Check, Bank Money Order, or United States Postal Money Order made payable to the order of "The City of Philadelphia" in the proper amount as shown below:

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 – \$ 99,999.99	\$ 500.00
\$100,000.00 – \$249,999.99	\$2,000.00
\$250,000.00 – \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins.

Any bid in excess of \$500,000 is not covered by the Annual Master Bid Security Program, and bidder must submit a certified check, treasurer's check, cashier's check, bank money order, or United States postal money order made payable to the order of "The City of Philadelphia" in the required amount.

Once the lowest responsive and responsible bidder has been determined all other bidders will receive a refund in the amount of the bid security submitted. Bid security submitted by the lowest responsive and responsible bidder will be refunded after receipt of all duly executed Contract documents, required fees, bonds or other performance security. Funds submitted for the Master Bid Security Program are not refundable.

3. BID PROCESSING FEE. In addition to bid security and any other fee or monies required to be submitted with the bid, the bid shall be accompanied by a non-refundable processing fee in the form of a separate standard check, bank money order or United States postal money order made payable to the order of "City of Philadelphia" in an amount based on the gross amount of the bid in accordance with the formula below. Cash is not acceptable.

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 – \$ 100,000.00	\$ 10.00
\$ 100,000.01 – \$ 300,000.00	\$ 30.00
\$ 300,000.01 – \$ 500,000.00	\$ 50.00
\$ 500,000.01 – \$1,000,000.00	\$100.00
\$1,000,000.01 – \$2,000,000.00	\$200.00
\$2,000,000.01 – \$3,000,000.00	\$300.00
\$3,000,000.01 – \$4,000,000.00	\$400.00
\$4,000,000.01 – \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

4. SPECIFICATIONS. When a formal, numbered, specification is referred to in the Invitation and Bid, no deviation therefrom will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with information concerning the style, type or kind of article and /or service desired. A bidder may offer an article and/or service which he/she certifies to be equal or better in quality, performance and other essential characteristics. If submitting an alternate, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical literature) and/or service proposed to be furnished. Failure to do so will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better. Unless otherwise provided in the bid specifications, all items offered by the bidder must be new. A "new" item is one which will be used first by the City. This clause shall not be construed to prohibit bidders from offering goods, supplies, equipment, or materials containing recycled materials or printing with recycled content; bidders intending to provide goods made with recycled materials should notify the Procurement Department.

5. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Section 16 and/or 18.

6. LOCAL BIDDING PREFERENCE

In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a local bid preference. In order to determine eligibility to receive the preference, if applicable, bidder must be certified at the time of the bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the prime contractor.

*Note: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please allow sufficient time prior to bidding for processing of the LBE application.

EVALUATION AND AWARD

7. TYPES OF BIDDER RESTRICTED. Bidders must not be a party to more than one bid for the same article or service. A violation of this condition may, in the sole discretion of the Procurement Commissioner, result in rejection of any or all such bids in which the bidder has an interest.

8. RESPONSIVENESS. Subject to the right of the Procurement Commissioner to waive non-responsiveness as set forth below in this Section, these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of their bids. After bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review all bids for responsiveness to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid.

Any bid which is incomplete, obscure, conditional, or unbalanced, which contains additions not called for, or irregularities of any kind, including alterations or erasures, or which fails to conform in any respect to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid is non-responsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the non-responsiveness is not material to the Invitation and Bid or that a waiver of the non-responsiveness is otherwise permitted by the Invitation and Bid, by these Terms and Conditions of Bidding and Contract or by law. The Procurement Department's determination of non-responsiveness shall be final and any bid rejected as non-responsive shall not be eligible for contract award.

9. RESPONSIBILITY. Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms, and integrity, of the lowest responsive bidder. All determinations of bidder

responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

Bidders deemed not responsible will be notified of such determination and the reasons therefore in writing by the Procurement Department, and shall have the right to contest the determination by submitting to the Procurement Department, within forty-eight (48) hours after receipt of its written determination, a written request for reconsideration that includes information relating to the bidder's qualifications and responsibility and demonstrating the insufficiency of the reasons stated in the written determination finding the bidder not responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

10. CANCELLATION AND AWARD. The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City. In all cases where a Contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. Any price increases/decreases expressly provided for in the Invitation and Bid will be allowed. All Contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

11. QUANTITIES AWARDED. For requirements contracts only, the articles and quantities of such articles as set forth in the Invitation and Bid are estimates and the Procurement Commissioner, in his/her sole discretion, may make an award for all or some of the articles bid and in such quantities as the Procurement Commissioner shall deem appropriate. For firm limit contracts, it is the City's intent to award based upon the quantities set forth in the Invitation and Bid, but the City reserves the right to award more or less.

12. DELIVERY, PRICE INCREASES AND TIE BIDS. All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid, including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner.

CONTRACT EXECUTION AND CONFORMANCE

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$32,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$32,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- c. Approval of the Contract as to form by the City's Law Department;
- d. Certification by the Director of Finance and City Controller as to the availability of funds; and
- e. Execution of the Contract by the Procurement Commissioner.

The Procurement Commissioner may, in his/her sole discretion, cancel any Contract award if any of the above conditions (a-e) are not satisfied, or if the Procurement Commissioner, in his/her sole discretion, determines cancellation to be in the best interests of the City. The bidder agrees that in the event of such cancellation, it shall not have any claim against the City, including any claim for breach of contract or of any other legal duty, or for lost profits, costs, damages, or expenses of any kind.

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$32,000. If the amount of the contract to be awarded is greater than \$32,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

15. INSURANCE. Unless otherwise specified, the successful bidder (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the Contract (including any applicable

warranty and/or renewal periods), the minimum types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. The City of Philadelphia, its officers, employees, and agents are to be named as additional insured on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insured will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award. The City reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- (1) Workers' Compensation - Statutory limits
- (2) Employers Liability - \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; \$500,000 Policy Limit - Bodily Injury by Disease
- (3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) AUTOMOBILE LIABILITY

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: owned, non-owned and hired vehicles.

16. INDEMNIFICATION. All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the Contract, including, but not limited to, those acts or

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

17. FAILURE TO EXECUTE CONTRACT. Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding and Contract, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

18. ASSIGNMENT. The successful bidder shall not assign the Contract resulting from the Invitation and Bid, or any part of the Contract, or any right to any monies to be paid under the Contract, or delegate performance of the Contract, without obtaining the prior written consent of the Procurement Commissioner. The decision whether to consent to an assignment is within the Procurement Commissioner's sole discretion. In no case shall the Procurement Commissioner's consent to the assignment of any monies to be paid under the Contract relieve the bidder from faithful performance of any of its obligations under the Contract or change any of the terms and conditions of the Contract. Any purported assignment in violation of this provision shall be of no effect.

19. DEFAULT. All work performed and goods and services rendered by a successful bidder (referred to in this Section as "Contractor") under any Contract resulting from the Invitation and Bid shall strictly conform to these Terms and Conditions of Bidding and Contract and the specifications and requirements contained in the Invitation and Bid. The successful bidder shall comply with all applicable federal, state and local laws, statutes and ordinances and the regulations of all governmental departments, boards, agencies, and commissions. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal, state and local law, statute, ordinance or regulation of

any governmental department, board, agency and commission.

b. Falseness of any representation or warranty made in the Contract or other document(s) submitted to the City by Contractor in connection with the Invitation and Bid.

c. Failure by Contractor to pay its suppliers or subContractors, misappropriation of any funds provided under the Contract or failure to notify City upon discovery of any misappropriation.

d. A violation of law by Contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agent or indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the Contract.

e. Failure by Contractor to comply with the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned disadvantaged business enterprises.

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

g. Any other act or omission identified in these Terms and Conditions of Bidding and Contract or elsewhere in the Invitation and Bid as an event or condition constituting default.

Upon the occurrence of an event of default, the Procurement Commissioner, in his/her sole discretion, may require Contractor to cure the default within a period of time to be determined by the Procurement Commissioner, or terminate the Contract in whole or in part and exercise any one or more of the following remedies (which remedies may be concurrent and shall be in addition to and not in lieu of the remedies available to the City at law, in equity, under any bond(s) filed in connection with the contract or under other sections of these Terms and Conditions of Bidding and Contract and Contract):

a. Purchase goods and/or services from others in substitution of goods or services that were not furnished or performed by Contractor or that were defective or otherwise in violation of any provision of the Contract; the cost of such substituted goods and services shall be the sole responsibility of Contractor and Contractor agrees to pay immediately, upon receipt of the City's invoice, the difference between the Contract price and the substituted product or service cost, plus any other loss, cost or damages incurred by the City.

b. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any other loss, cost or damage incurred by the City as a

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result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

The City shall notify Contractor in writing of such termination, which shall be effective as of the date specified in the notice of termination (the "Termination Date"). The Procurement Commissioner may, in his/her sole discretion, require Contractor to continue to furnish all goods and perform all services required under the Contract until the Termination Date, in which case, subject to the remedies enumerated above, the successful bidder shall be paid in accordance with the Contract therefore. If the City requires Contractor to cure the event(s) of default, or to continue to furnish goods or services until the Termination Date, and Contractor refuses or fails to do so, then such failure shall itself be deemed an event of default under this Section, for which the City may exercise any of its rights hereunder.

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

21. TAX EXEMPTION. The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in list prices, bidder may quote the list price and shall show separately the amount of the federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. In the event bidder pays any sales or use tax, bidder hereby assigns to City, or City's agent, all of its rights, title and interest in any sales or use tax which may be refunded as a result of the purchase of any articles furnished in connection with the Contract and bidder, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Bidder authorizes the City, in City's name or the name of bidder, to file a claim for refund of any sales or use tax subject to this assignment.

22. TAX INDEBTEDNESS. The City of Philadelphia does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the following certifications have been

developed and shall form a part of any Contract resulting from the Invitation and Bid. The successful bidder or other entity Contracting with the City is referred to below as the "Contractor".

a. Contractor's Certification of Non-Indebtedness -- Contractor hereby certifies and represents that Contractor and Contractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia (the "City") and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Contractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Contractor and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Contractor shall be liable for all costs, losses and other damages resulting from the termination).

b. Subcontractor's Certification of Non-Indebtedness -- Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor" shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("City"). and will not at any time during the term of Contractor's Contract with the City (the "Contract"), including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available at law or in equity, subcontractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to subcontractor for services rendered in connection with the Contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to subcontractor and/or the termination of subcontractor for default (in which case subcontractor shall be liable for all costs, losses and other damages resulting from the termination)."

23. TAX REQUIREMENTS. Any person or entity who

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bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

- a. Business Income and Receipts Tax
- b. Net Profits Tax
- c. City Wage Tax

The successful bidder, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue, 1401 John F. Kennedy Blvd., Public Service Concourse, Municipal Services Building, Philadelphia, PA 19102 for a tax identification number and to file appropriate business tax returns as provided by law. Questions should be directed to the Business and Earnings Tax Unit at (215) 686-6600.

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any applicable federal, state or local law or regulation. **Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 31 herein.**

25. NONDISCRIMINATION.

a. Any Contract awarded pursuant to the Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin, or sex. Such discrimination shall constitute an event of default under this Contract entitling City to terminate this Contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise

available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

26. ETHICS REQUIREMENTS. To preserve the integrity of City employees and maintain public confidence in the competitive bidding system, the City intends to vigorously enforce the various ethics laws as they relate to City employees in the bidding and execution of City contracts. Such laws are in three categories:

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

b. City Employee Interest in City Contracts. In accordance with Section 10-1112 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or Contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the Contract.

c. Conflict of Interest. Both the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial gain for himself/herself a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in The Philadelphia Code Section 20-608.

27. NORTHERN IRELAND. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

a. In accordance with Section 17-104 of the Philadelphia Code, bidder by execution of its bid certifies and represents that (i) bidder (including any parent company, subsidiary, exclusive distributor, or company affiliated with Bidder) does not have, and will not have at any time during the term of any Contract resulting from this bid (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland, and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, unless Bidder has implemented the fair employment principles embodied in the MacBride Principles.

b. In the performance of any Contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting Contract.

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

28. BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE DISCLOSURE. In accordance with Section 17-104 of The Philadelphia Code, the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The bidder expressly understands and agrees that any false certification or representation in connection with

this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

29. PHILADELPHIA 21ST CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined in Philadelphia Code Section 17-1302(5) and 17-1303, Contractor shall comply with the minimum compensation standards by providing to those employees an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non-seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17-1300. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Managing Director's Office (MDO) may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

30. PROTECTION OF DISPLACED CONTRACT WORKERS. If this bid is for the furnishing of the following services, Security, Janitorial, Building Maintenance, Food and Beverage, Hotel or Non-Professional Health Care Services, then this bid is subject to the "Protection of Displaced Contract Workers" Law, Chapter 9-2300 of the Philadelphia Code. The successful Bidder, if it is a Successor Contractor is required, among other things, to retain certain service employees of the Predecessor Contractor for a ninety day period.

31. EQUAL BENEFITS. If this is a Service Contract, as defined in Philadelphia Code Section 17-1901(4), for an amount in excess of \$250,000, Contractor shall, for employees providing services under the Service Contract who reside in the City or employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-502(b), extend the same employment benefits the Contractor extends to spouses of its employees to life partners of such employees. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1900 of the Philadelphia Code and shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a contract subject to Chapter 17-1900 and prior to execution of the contract by the City, Contractor shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the Contractor does not provide

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

employment benefits to the spouses of married employees.

Contractor's failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the Contractor against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach the Service Contract.

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SIGNING OF BIDS

This contract consists of the Invitation and Bid (including exhibits and attachments), any addenda thereto issued by the City and the foregoing Terms and Conditions of Bidding and Contract (collectively, the "contract") and contains all the terms, conditions and requirements agreed upon by the parties. The terms "contract" and "agreement," whether capitalized or uncapitalized, shall have the foregoing meaning wherever they are used in the invitation and Bid, addenda thereto, the Terms and Conditions of Bidding and Contract, and this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

This contract may not be changed, amended or renewed, in whole or in part, except by a written amendment signed by the parties. No waiver by the City of any breach or noncompliance by the undersigned with any provision of this contract shall relieve the undersigned of any of its obligations or representations made under this contract.

This contract and all disputes arising under this contract shall be governed, construed and decided in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that any lawsuit, action, claim or legal proceeding involving, directly or indirectly, any matter arising out of or related to this contract or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums. The parties further agree not to raise any objection to any lawsuit, action, claim or legal proceeding which is brought in either of these two forums and the parties expressly consent to the jurisdiction and venue of these two forums. The parties further agree that service of original process in any such lawsuit, action, claim or legal proceeding may be duly affected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in the Invitation and Bid and/or this page.

NOTE: ANY BID THAT IS NOT EXECUTED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BELOW OR THAT DOES NOT INCLUDE STREET ADDRESS, CITY, STATE AND PHONE NUMBER, MAY, IN THE SOLE DISCRETION OF THE PROCUREMENT COMMISSIONER, BE REJECTED.

SIGNING OF BIDS:

If bid is by an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed \$32,000, date and sign the bid here, with the original signatures, in ink.

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

If the bid is a CORPORATION, date and sign the bid here with original signatures, in ink, by (a) President or Vice President of the Corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the Corporation; and (c) affix the seal of the Corporation. If the form is not signed by the President or a Vice President and Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, attach a duly certified corporate resolution authorizing the person signing in place of such officers to execute this bid for the corporation.

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)